

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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| In re: CORE SCIENTIFIC, INC., <i>et al.</i>, Debtors.¹ | § § § § § § § § § | Chapter 11 Case No. 22-90341 (DRJ) (Jointly Administered) |
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**DECLARATION OF JEFF PRATT IN SUPPORT OF
DEBTORS' MOTION FOR PARTIAL SUMMARY JUDGMENT**

I, Jeff Pratt, pursuant to section 1746 of title 28 of the United States Code, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Senior Vice President, Partnerships, of Core Scientific Operating Company f/k/a Core Scientific, Inc. (“**Core**” or the “**Debtors**”). I have served in this capacity, or similar, since September 2019. Prior to joining Core, I previously worked for Microsoft Corporation.

2. My responsibilities as Senior Vice President, Partnerships include managing client-relationships, developing new business, overseeing sales deals, and purchasing mining hardware. With respect to Celsius, I managed the relationship with Core’s sales team,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors’ corporate headquarters and service address is 210 Barton Springs Road, Suite 300, Austin, Texas 78704.

growing the Celsius fleet hosted at Core, and was familiar with Core's process for issuing monthly invoices to Celsius.

I. Core's Business Records

3. As Senior Vice President, Partnerships, I am familiar with Core's contracts with Celsius and Core's relationship with Celsius. The facts set forth in this declaration are based on my personal knowledge of the Debtors' operations and finances, information I learned during the course of my employment, and my review of relevant documents and Core's books and records that are maintained and used in the ordinary course of Core's business. In my role, I am also a custodian who had access to the Debtors' records, as such records are maintained by the Debtors or their authorized representatives in the regular course of business. The documents attached hereto are records that have been kept by the Debtors in the regular course of their business.

4. **Exhibit A** hereto is the Master Services Agreement between Core and Celsius Core LLC, dated December 18, 2020 (the "**2020 MSA**"), and Order Nos. 1-7, 9, and 10 entered into pursuant to the 2020 MSA. Order No. 8 has since been terminated. These documents govern the business relationship between Core and Celsius, and provide the terms for Core's provision of hosting services for Celsius miners. **Exhibit A** is a true and correct copy of records that the Debtors retain and rely upon in operating Core in the ordinary course of business.

5. **Exhibit B** hereto is the Master Services Agreement between Core and Celsius Core LLC, dated December 3, 2021 (the "**2021 MSA**"), and Order No. 1-A entered into pursuant to the 2021 MSA. **Exhibit B** is a true and correct copy of records the Debtors retain and rely upon in operating Core in the ordinary course of business.

6. **Exhibit C** hereto is Invoice #42818, dated December 15, 2022 for hosting services Core provided to Celsius. This was the last invoice Core sent to Celsius before the hosting

agreements with Celsius were rejected. **Exhibit C** is a true and correct copy of records the Debtors retain and rely upon in operating Core in the ordinary course of business.

II. Core's Monthly Fees

7. The 2020 MSA and 2021 MSA contain provisions that limit Core's total liability to an amount equal to one months fee. The amount of "one-months fee" is determined by the monthly invoice for the applicable order(s) reflecting the amount due at the time of the alleged breach.

8. Here, the invoice relevant to determining the amount of the one-months fee is Invoice 42818, issued on December 15, 2022 for \$5,737,515.64.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: May 30, 2023
Bellevue, Washington

By: /s/ Jeff Pratt
Jeff Pratt